

" Brought forward "

party of the second; and the mortgage shall be void if such payment be made as herein specified. But if default be made in the payment in any part thereof as above provided then it shall be lawful for the said party of the second party his executors administrators or assigns, at any time thereafter to sell the premises hereby granted, in any part thereof in the manner prescribed by law; and out of all the moneys arising from such sale, to retain the amount then due for the principal and interest, together with the costs and charges of making such sale the attorney fees for foreclosure, and the surplus, if any there be, shall be paid by the party making such sale, on demand to the said James M Denier ^{his husband} In Witness Whereof The party of the first part has hereunto set his hand and seal the day and year first above written

Sealed and delivered in presence of

E D Ladd

Calvin Pratt

James M Denier *Seal*

Territory of Kansas

Douglas County

On the fourth day of January in the year One thousand Eight hundred and fifty eight before me the subscriber personally appeared James M Denier to me known to be the same person described in and who executed the above instrument, and acknowledged that he executed the same

Seal

E D Ladd

Notary Public

Recd for record Jan'y 4, 1858, at 9 o'clock AM,

This indenture made this first day of January in the year of Our Lord One thousand Eight hundred and fifty eight between J D Whitney of the town of Lawrence and Territory of Kansas of the first part and George W Bronson of the same place of the second part Witnesseth That the said party of the first part for and in consideration of the sum of Seven hundred and

Assigned see
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